

OW
BILL NO. S-80-05 - 17

SPECIAL ORDINANCE NO. S- 58-80

AN ORDINANCE approving City Utilities
Purchase Order Nos. 2037 with Hefner
Chevrolet and 2109 with Truck Engineering
Co., Inc. for vehicles for Water Maintenance
and Service Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

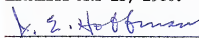
SECTION 1. That the City Utilities Purchase Orders, numbered and
listed below, dated April 9, 1980 and April 16, 1980, respectively, between
the City of Fort Wayne, by and through the City Utilities Purchasing Agent
and the Board of Public Works and the following companies for the purchase
of vehicles for the Water Maintenance & Service Department in the amounts
as hereafter set out, all as more particularly set forth in said Purchase
Orders, which are on file in the Office of the Department of Purchasing
and are by reference incorporated herein and made a part hereof, be and
the same is in all things ratified, confirmed and approved, respectively,
to-wit:

<u>NUMBER</u>	<u>VEHICLE</u>	<u>COMPANY</u>	<u>AMOUNT</u>
2037	Two Tandem Dump Trucks, 1980 Chevrolet	Hefner Chevrolet	\$ 32,958.00
2109	Two Dump Bodies and Hoists	Truck Engineering Company, Inc.	\$ 10,604.30
		TOTAL	\$ 43,562.30

SECTION 2. That this Ordinance shall be in full force and effect
from and after its passage and approval by the Mayor.


COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY MAY 13, 1980.


JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Burns, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 5-13-80, the 13 day of May, 19 80, at 6 o'clock P. M., E.S.T.

DATE: 5-13-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Burns, and duly adopted, placed on its passage. PASSED (YEAS) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
BURNS	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
EISBART	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
GIAQUINTA	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NUCKOLS	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SCHMIDT, D.	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SCHMIDT, V.	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SCHOMBURG	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
STIER	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TALARICO	<u>✓</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

DATE: 5-27-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-58-80 on the 27th day of May, 19 80.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian L. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 19 80, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 2nd day of June 19 80, at the hour of 10 o'clock A. M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-05-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving City Utilities Purchase Order Nos. 2037 with
Hefner Chevrolet and 2109 with Truck Engineering Co., Inc.
for vehicles for Water Maintenance and Service Department

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISPART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GIAQUINTA

ROY SCHOMBURG

5-27-80

DATE

FILED IN

CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 1, 1980

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

City Utilities Purchase Order No. 2037 to Hefner Chevrolet for two Tandem Dump Trucks in the amount of \$32958.00 and City Utilities Purchase Order No. 2109 for two dump bodies and hoists in the amount of \$10,604.30 has been issued to Truck Engineering Company, Inc., for use by the Water Maintenance and Service Department.

Purchasing Department has been advised that final cut off date for ordering these trucks and equipment at the quoted price on said purchase orders will be for limited time only and therefore, Purchasing is anxious to purchase these vehicles, etc. for Water Maintenance Department as soon as possible. Board of Works respectfully requests a "Prior Approval" so that the above numbered purchase orders may be processed immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

CHARLES W. WESTERMAN, CLERK
AN EQUAL OPPORTUNITY EMPLOYER

COMPUTATION OF BIDS				
ID REF. 558	TRUCK	DUMP BODY & HOIST		✓
LOSING DATE 3-27-80				
ALLEN COUNTY MOTORS 2300 W. Jefferson Fort Wayne, In 46804 <i>FP MC Bid</i> <i>OK OK 46733</i>	TOTAL \$ <u>60,985.24</u> LESS TAX <u>4011.84</u> LESS TRADE <u>6000.00</u> LESS DISC <u>14,437.24</u> TOTAL <u>36,546.16</u>	TOTAL \$ <u>N/A/BID</u> LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____
DEEDS EQUIPMENT 8015 E. 45th Street Lawrence, In 46226.	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____
<i>alternate included</i> HEFNER CHEVROLET 500 E. State St. Fort Wayne, In 46804 <i>FP MC Bid</i> <i>OK OK Bond</i>	TOTAL \$ <u>39,458.00</u> LESS TAX <u>0</u> LESS TRADE <u>6000.00</u> LESS DISC <u>0</u> TOTAL <u>32,958.00</u>	TOTAL \$ <u>N/A/BID</u> LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____
ERNST TRUCK EQUIPMENT 2727 McDonald St. Fort Wayne, In 46803 <i>(FP MC Bid)</i> <i>OK OK Bond</i>	TOTAL \$ <u>N/A/BID</u> LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL <u>11,000.00</u>	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____
DEHAVEN CHEVROLET, INC. 5200 Illinois Rd. Fort Wayne, In 46804	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____
HOOSIER TRUCK EQUIPMENT INC. 5733 U.S. 30 East Fort Wayne, In <i>FP MC Bid</i> <i>OK OK Bond</i>	TOTAL \$ <u>N/A/BID</u> LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ <u>24,543.00</u> LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL <u>10,462.00</u>	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____	TOTAL \$ _____ LESS TAX _____ LESS TRADE _____ LESS DISC _____ TOTAL _____

FID Ref. 558

CLOSING DATE 3-27-80

TRUCK

DUMP BODY & HOIST

/

GENERAL TRUCK SALES

5905 U.S. 30 East
Fort Wayne, In.FR NK Sid
OK OK LandTOTAL \$ 43100.32
LESS TAX 5785.38
LESS TRADE 5800.00
LESS DISC 0
TOTAL 33494.62TOTAL \$ no bid
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____

INTERNATIONAL HARVESTER

333 South Clinton
Fort Wayne, In 46802FR NK Sid
OK OK LandTOTAL \$ 59249.00
LESS TAX 0
LESS TRADE 5700.00
LESS DISC 13350.32
TOTAL 40228.68TOTAL \$ no bid
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____W.A. JONES & SON
Gateway Industrial Park
Columbia City, In 46725J.P. NK OK
OK OK #55592TOTAL \$ no bid
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ 5396.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 10792.00TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TRUCK ENGINEERING
3200 East Pontiac St.
Fort Wayne, In 46803J.P. NK OK
OK OK #397298TOTAL \$ no bid
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ (5302.15 CP)
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 10604.30TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____

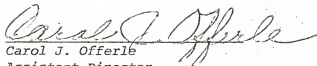
Memorandum

To Norbert E. Nagel - Water Maint. Service Dept. Date 4/21/80
From Carol Offerle - Department of Purchases
Subject Bid #558 - Tandem Dump Trucks

COPIES TO:

Enclosed are copies of bid #558, for Tandem Dump Trucks, tabulations sheets, and other documents relating to these bids. Purchase Order Number 2037 has been assigned to Hefner Chevrolet on the bid for two Tandem Chasis. Purchase Order Number 2109 has been assigned to Truck Engineering for two dump Bodies and Hoists.

Please process all of the attached documents for Prior Councilmanic approval. The factories are setting their cut off dates earlier this year and have been advised that the final cut off date for ordering these trucks may be quite soon. Make certain that no confirming Purchase Order is communicated to either vendor until evidence of Councilmanic approval is furnished to the Department of Purchases.


Carol J. Offerle
Assistant Director

Approved: 

Aaron M. Gluck
Director of Purchases



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

March 10, 1980

Reference: Bid No. 558

In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-2B-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8 - Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - If it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (←). When submitting a bond as Surety complete the entire form and attach power of attorney. Indiana Statute requires a Certified Check in lieu of a Bid Bond from out - of - State firms.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at 219-423-7037.

Aaron Gluck
Director of Purchases

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
 or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.

Time of Bid

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 18 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins		
		Trade-ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see:		
2	each	Model S-12, 12 x 7, ARISTOCRAT Dump Bodies	2449.00	4898.00
2	each	Model 2724 H&H Hoists	2681.05	5363.30
2	each	Pintle Hooks ALL EQUIPMENT INSTALLED	171.50	343.00
		Affirmative Action On File; _____ Attached _____		
			5302.15	

10,604.30

Bid Bond required ☐ YES ☒ 5 % of bid Performance Bond ☒ YES ☐ NO

See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and as the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

THE TRUCK ENGINEERING COMPANY, INC.

For James H. Smith Name of Company General Mgr.

Address 3200 E PONTIAC STREET

City FT. WAYNE, IND. 46803

Date 3-26-80

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2516-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date 10-10-43 as follows:

Date 10-10-43 as follows:

Accepted
Board-Commissioner Dept. of Purchasing, etc.

Date 10-10-43 as follows:

Date 10-10-43 as follows:

Rejected
Board-Commissioner Dept. of Purchasing, etc.

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ * 1873.75
2. Length	12 feet	\$ <u>included in price</u>
3. Width	7 feet	\$ " "
4. Sides	42" high 10 gauge	\$ " "
5. Tail Gate	48" high 8 gauge steel	\$ " " "
6. Front End	48" high 10 gauge steel full cab shield	\$ " " "
7. Floor	8 gauge steel	\$ " "
8. Paint Color	Light Blue -- Dupont # 7871	\$ " "
9. Rust Proofing	Required of entire vehicle	\$ " "

HOIST

10. Type	Under Body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ 2681.65
11. Sub-Frame	To be compatible with above lifting specs.	\$ <u>included in price</u>
12. Capacity	42,000 min.	\$ " "
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ " "
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ " "
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ 171.50
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ 75.25
17. Additional Information	Price is to include installa- tion on chassis.	\$ 500.00

DELIVERY: 30 DAYS AFTER RECEIPT OF CHASSIS IN OUR YARDWARRANTY: 1 YEAR ON BODY - 90 DAYS ON HOIST

* PRICE INCLUDES MUD FLAPS, ICC LIGHTS & REFLECTORS

BODYDUMP BODY AND HOIST (one item)

MODEL S-12 ARISTOCRAT BODY

1. Size _____
2. Length 12'
3. Width 7'
4. Sides 42"
5. Tail Gate 48"
6. Front End 48"
7. Floor 8 GAUGE MATERIAL
8. Paint Color AS REQUIRED
9. Rust Proofing AS REQUIRED

HOIST

MODEL 2724 HEIL

10. Type _____
11. Sub-Frame AS REQUIRED
12. Capacity 42,000#
13. P.T.O. AS REQUIRED
14. Hoist Control AS REQUIRED
15. Pintle Hook T-100-A OR EQUAL
16. Special Equipment _____
17. Additional Information _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
ALLEN COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Jerry D. Samahel

Bidder or Agent

For THE TRUCK ENGINEERING COMPANY, INC.
 Firm or Corporation

Subscribed and sworn to before me this 26 day of March, 1980

My Commission Expires
JUNE 7, 1983

Ralph W. T. Sault

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred Thirty Dollars and Twenty-Two Cents (\$530.22)

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☒ Check No. 397278 in the sum of Five Hundred Thirty Dollars and Twenty-Two Cents (\$530.22)Dollars

INDIANA BANK

on Bank

of FORT WAYNE, INDIANA

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

SURETY

THE TRUCK ENGINEERING COMPANY, INC.

Name of Bidder—Printer Type

By Jerry D. Stuchel

Signature of Person Authorized to Sign

Title General Manager

3200 E. PONTIAC STREET

Street Name and Number

FT. WAYNE, IND. 46803

City, State and Zip Code

Date MARCH 26, 1980

Name of Company — Print or Type

Incorporated
In the State of:

Address

By
Sign on this Line

Date

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, c/o, to Attn. of Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins		
2	each	Dump Body and Hoist only	\$5396	\$10,792.
Trade-Ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.				

Affirmative Action On File; ☒ Attached

Bid Bond required ☐ NO ☒ YES 5 % of bid Performance Bond ☐ NO ☒ YES
Terms net % cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Emmert Equipmnet, Inc.

D/b/a JONES & SON

For Emmert Equipmnet, Inc. Title Manager

Address Gateway Industrial Park Box 450

Columbia City, IN 46725 3-26-80

Page 1 of 11

Ref. No. 558

Date March 10, 1980

Date wanted

Fund W-392
Appropriation No.

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ <u>Incl.</u>
2. Length	12 feet	\$ <u>Incl.</u>
3. Width	7 $\frac{1}{4}$ ' 7 feet	\$ <u>Incl.</u>
4. Sides	37" 42" high 10 gauge	\$ <u>Incl.</u>
5. Tail Gate	45" 48" high 8 gauge steel	\$ <u>Incl.</u>
6. Front End	45" 48" high 10 gauge steel full cab shield	\$ <u>Incl.</u>
7. Floor	8 gauge steel	\$ <u>Incl.</u>
8. Paint Color	Light Blue -- Dupont # 7871	\$ <u>Incl.</u>
9. Rust Proofing	Required of entire vehicle	\$ <u>Incl.</u>

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ <u>Incl.</u>
11. Sub-Frame	To be compatible with above lifting specs.	\$ <u>Incl.</u>
12. Capacity	42,000 min.	\$ <u>Incl.</u>
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ <u>Incl. (for 5 speed)</u>
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ <u>Incl.</u>
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ <u>Incl.</u>
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ <u>Incl.</u>
17. Additional Information	Price is to include installa- tion on chassis. Total ea. \$ 5,396.00	

DELIVERY: 90 daysWARRANTY: 90 days

BODYDUMP BODY AND HOIST (one item)

1. Size 10 cubic yards
2. Length 12 ft.
3. Width 7' 3"
4. Sides 37" 10 Ga.
5. Tail Gate 45" 8 Ga.
6. Front End 45" 10 Ga. with full cab shield
7. Floor 8 Ga.
8. Paint Color Light blue Dupont #7871
9. Rust Proofing Yes

HOIST

10. Type Heil 2724 - Underbody double arm twin cyl. 7" w/ 24" stroke
11. Sub-Frame compatible with hoist
12. Capacity 42,000 #
13. P.T.O. as per specs
14. Hoist Control as per specs
15. Pintle Hook as per specs
16. Special Equipment Removable 10" rear dump apron - bolt on
17. Additional Information installed as per specs
P.T.O. furnished for 5 speed trans. as per specs on page #3 of 11.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Prices:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-1316-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.
 Rejected _____ Date _____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Whitley COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



William Emmert

Proceed

Bidder or Agent
Emmert Equipment, Inc.
D/b/a W. A. JONES & SON

For

Firm or Corporation

Subscribed and sworn to before me this 26th day of March, 19 80

My Commission Expires

6-20-81

Lois I. Engle
Lois I. Engle

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five hundred thirty-nine dollars and sixty

cents (\$539.60) Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. 55592

in the sum of Five hundred thirty-nine dollars and sixty cents (\$539.60)

on Citizens National Bank

of Columbia City, IN

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Name of Bidder—Print or Type

By Signature of Person Authorized to Sign

Title

Street Name and Number

City, State and Zip Code

Date

Name of Company — Print or Type

Incorporated
In the State of:

Address

By

Sign on this Line

Date

SURETY

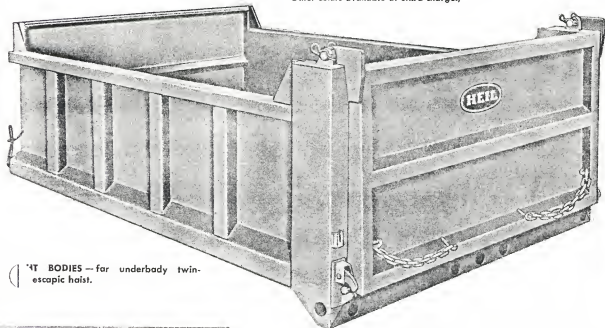
Witnessed by:

**ugged dump bodies
for
high payload hauling!**

HEIL CONTRACTOR'S DUMP BODIES

**8 Yd³ (6.12 m³)
To 10 Yd³ (7.65 m³)
CAPACITY**

(Standard body color—dark green.
Other colors available at extra charge.)



LH BODIES—for underbody armytype hoists.

HEAVY DUTY UNDERBODY

Uses Heil fabricated understructure, with very strong boxed longmembers. With rugged construction like this, distortion and floor sag are virtually eliminated. Clean, fast dumps are assured with a smooth body floor.

BODY SIDES

Single steel sheets are shaped to form the top rail, the side, and the running board. Direct welding to the floor sheet and the understructure cross members forms a rigid, non-buckling body side. Further reinforcement is provided by vertical braces welded to the body side. 2" (51mm) radius where floor meets the side provides for better material flow.

STRONG, ONE-PIECE FULL DEPTH CORNER POSTS

keep body dimensions true and retain proper alignment with tailgate.

1. Massive boxed steel long members
2. Sides reinforced with vertical bolsters
3. Full depth rear corner posts
4. Reinforced tailgate with box bracing
5. All Steel tailgate hinges
6. Heavy duty, reinforced body head section
7. Strong, load-tested tailgate chains
8. Fabricated from Hi-Ten Steel
9. Sloped rub rails and tailgate braces

ADDITIONAL/REPLACEMENT VEHICLE REQUEST

Department: WATER MAINT. & SERVICE DEPT.

Type Vehicle Requesting - Many

- ☐ 2-Door Sedan ☐
- ☐ 4-Door Sedan ☐
- ☒ Truck TANDEM Dump. ☐ 2
- ☐ Station Wagon ☐
- ☐ Van ☐
- ☐ Other ☐

Trade-In(s) Yes ☒ No ☐

Unit #	Year	Make	Type
93	1972	IHC	TANDEM Dump Truck
102	1974	Ford	TANDEM Dump Truck
136	1972	IHC	TANDEM Dump Truck

Reason For Trade

- ☐ Excess Repair
- ☒ High Maintenance
- ☐ High Mileage
- ☐ Partially Wrecked
- ☐ Totally Wrecked
- ☐ Other

OTHER INFORMATION:

OK [Signature]

Date: _____

Date: 3-3-80

Approved: [Signature]

Signature: Mark S. [Signature]

Disapproved: _____

Requisition/P.O.#: _____

White Copy-Board of Works

Yellow Copy-Purchasing

Pink Copy-Requesting Department

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY -- RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14664. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins	\$19,729	\$39,458
		Trade-ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.		
2	ea	Alternate 1979 Tandem Dumps including Body	\$25,950	\$51,900
Affirmative Action On File; <input checked="" type="checkbox"/> Attached				

Bid Bond required. ☐ NO ☒ YES 5 % of bid Performance Bond ☐ NO ☒ YES

See Instruction Item No. 16 on reverse side hereof.

Terms NET % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

HEFNER CHEV. INC.

For Karex Name of Company Fleet Mgr. Title

Address 500 E. STATECity FORT WAYNEDate 3/27/80Page 1 of 11Ref. No. 558Date March 10, 1980Date wanted

Fund W-392
Appropriation No.

Specifications for two (2) 1980 Tandem Dump Trucks including all equipment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by specified herein:

		Base Price	\$ _____
		Freight	\$ _____
1. YEAR	1980		\$ _____
2. G.V.W.	39,000 lbs.		\$ _____
3. Wheelbase	158" approx.		\$ _____
4. C.A.	84"		\$ _____
5. Engine	400 c.i. min. approx. Gasoline		\$ _____
6. Clutch	14" Double Discs.		\$ _____
7. Transmission	5 speed Full-Syncro		\$ _____
8. Front Axle	12,000 lbs. min.		\$ _____
9. Rear Axle	34,000 lbs. min with 2-speed axle		\$ _____
10. Axle Ratio	6:00 to 1 min.		\$ _____
11. Front Tires	10:00 X 20 X12 ply treaded		\$ _____
12. Rear Tires	10:00 x 20 x 12 ply mud and snow		\$ _____
13. Wheels	Cast spoke type --one extra		\$ _____
14. Frame	Double Channel--Riveted		\$ _____
15. Steering	Power		\$ _____
16. Brakes	Straight Air Low Pressure warning. 12.sfm air. comp. Reserve tanks of 2400 c.i.min. Model AD-2 Bendix air dryer or equal. S-Cam type. All devices to meet Federal standards.		\$ _____
17. Parking Brakes	Control Switch dash mounted. Air release fail-safe brake control to meet Federal standards.		\$ _____
18. Heater	Heavy-Duty Fresh Air with defrosters		\$ _____
19. Mirrors	Inside rear view mirror with outside dual west coast mirrors.		\$ _____
20. Windshield Wipers	Dual wipers with washers-Electric or air operated.		\$ _____

- | | | |
|----------------------|---|----------|
| 21. Signal Lights | Front and Rear--dual faced
Dual type stop lights. Hazard
switch cab marker lights. | \$ _____ |
| 22. Electrical | 12 volt; 70 amp hour battery.
Heavy Duty alternator to
deliver 23 amps. @ idle min. | \$ _____ |
| 23. Mud Flaps | Required | \$ _____ |
| 24. Fuel Tanks | Two-Step Type. Total of 70
gallons cap. min. | \$ _____ |
| 25. Gauges | Dial type required | \$ _____ |
| 26. Seats | Adjustable Bucket seats--
driver and passenger both. | \$ _____ |
| 27. Seat Belts | Required | \$ _____ |
| 28. Sun Visors | Required--Two | \$ _____ |
| 29. Grab Handles | Required--Mounted on both sides
of cab. | \$ _____ |
| 30. Horns | Required--Air operated | \$ _____ |
| 31. P.T.O. | Provision required | \$ _____ |
| 32. Shocks | Front-Heavy Duty Required | \$ _____ |
| 33. Tachometer | Required | \$ _____ |
| 34. Tow Hooks (four) | Two hooks mounted on heavy
duty front bumper at frame
horns. Two hooks on rear
cross member 2½" i.d.min. | \$ _____ |
| 35. Rust Proofing | Required of entire vehicle | \$ _____ |
| 36. Paint Color | Light Blue--Dupont No. 7871 | \$ _____ |

Trade-in: Unit #93

1972 International 1800

Tandem Dump Truck

Serial No. 156820-C-089641

\$ 2000

Trade-in: Unit #102

1974 Ford #800

Tandem Dump Truck

Serial No. F81FvT05581

\$ 2500

Trade-In: Unit # 136

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089644

\$ 2000

Trade-ins may be seen at
City Utilities - Water Maintenance & Service
415 East Wallace Street
Fort Wayne IN 46803
By calling 423-7521
Attn: Norbert E. Nagel

Total:	\$ <u>39,458.00</u>
Less Tax:	\$ _____
Less Trade	\$ <u>6,500.00</u>
Less Discount	\$ _____
Total	\$ <u>32,958.00</u>

DELIVERY: 90 days

WARRANTY: 12 months or 12,000 miles

Alternate bid

	51,900.00
less trade	6,500.00
Total	\$ 45,400.00

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed

By the Bidder

1. YEAR: 1980 MAKE: Chevrolet MODEL: C7D064
2. G.V.W. 44,860 #
3. Wheelbase 167"
4. C.A. 102°
5. Engine 427 CID V8 gas
6. Clutch 14" single plate
7. Transmission Clark 397V 5 speed
8. Front Axle 12,000 #
9. Rear Axle Eaton 34,000 # 2 speed
10. Axle Ratio 7.17 / 9.77
11. Front Tires 10.00 X 20 / 12 P.R. highway tread
12. Rear Tires 10.00 X 20 / 12 P.R. M&S tread
13. Wheels Cast 20 X 7.5
14. Frame Hi tensile steel rails w/"L" channel reinforcement
15. Steering Power
16. Brakes Air
17. Parking Brakes Air actuated spring loaded
18. Heater Fresh air
19. Mirrors 6" x 16" West Coast type
20. Windshield Wipers 2 speed electric w/washers
21. Signal Lights Front dual face, rear taillight combination
22. Electrical 12V, H.D. battery, 70 amp. delcotron alternator
23. Mud Flaps included
24. Fuel Tanks Dual 50 gal. step type
25. Gauges Direct reading
26. Seats Bostrom deluxe Thinline driver and pass.

27. Seat Belts 2 sets with retractors
28. Sun Visors Dual
29. Grab Handles Each side
30. Horns Air, dual trumpet Hadley
31. P.T.O. Openings on both sides of transmission
32. Shocks H.D. front not available
33. Tachometer Electric
34. Tow Hooks (four) 2 front only
35. Rust Proofing Underside plus door panels and rocker panels
36. Paint Color Light blue Du Pont #7871
37. FRONT SPRINGS 14,000 #
38. REAR SPRINGS 38,000 #
39. HAND THROTTLE

DUMP BODY AND HOIST (one item)

Supplied by W. H. Jones & Son

BODY

1. Size	10 c.y. cap. min.	\$ _____
2. Length	12 feet	\$ _____
3. Width	7 feet	\$ _____
4. Sides	42" high 10 gauge	\$ _____
5. Tail Gate	48" high 8 gauge steel	\$ _____
6. Front End	48" high 10 gauge steel full cab shield	\$ _____
7. Floor	8 gauge steel	\$ _____
8. Paint Color	Light Blue -- Dupont # 7871	\$ _____
9. Rust Proofing	Required of entire vehicle	\$ _____

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ _____
11. Sub-Frame	To be compatible with above lifting specs.	\$ _____
12. Capacity	42,000 min.	\$ _____
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ _____
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ _____
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ _____
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ _____
17. Additional Information	Price is to include installa- tion on chassis.	\$ <u>5446.00</u>

DELIVERY:

90 days

WARRANTY:

90 days

DUMP BODY AND HOIST

(one item)

1. Size 10 cubic yards
2. Length 12 ft.
3. Width 7' 3"
4. Sides 37" 10 Ga.
5. Tail Gate 45" 8 Ga.
6. Front End 45" 10 Ga. with full cab shield
7. Floor 8 Ga.
8. Paint Color Light blue Dupont #7871
9. Rust Proofing Yes

HOIST

10. Type Heil 2724 - Underbody double arm twin cyl. 7" w/ 24" stroke
 11. Sub-Frame compatible with hoist
 12. Capacity 42,000 #
 13. P.T.O. as per specs
 14. Hoist Control as per specs
 15. Pintle Hook as per specs
 16. Special Equipment Removable 10" rear dump apron - bolt on
 17. Additional Information installed as per specs
- P.T.O. furnished for 5 speed trans. as per specs on page #3 of 11.

NON-COLLUSION AFFIDAVITSTATE OF INDIANA,
Allen } SS:
COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

ROBERT C. KNEIPRobert C. Kneip

Bidder or Agent

For HEFNER CHEV. INC.

Firm or Corporation

Subscribed and sworn to before me this 27th day of March, 19 80

My Commission Expires

2-20-84Chris Brennan

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Percent (5%) of Maximum Bid

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

..... Dollars

on Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

HEFNER CHEVROLET, INC.

Name of Bidder—Print or Type

By Robert Manager

Signature of Person Authorized to Sign

Title Lot Manager

500 East State Street

Street Name and Number

Fort Wayne, Indiana 46805

City, State and Zip Code

Date March 27, 1980

THE AMERICAN INSURANCE COMPANY

Name of Company — Print or Type

Incorporated
In the State of: New Jersey

Address Indianapolis, Indiana

By James E Van Dyck

Sign on this Line

Date March 27, 1980

Witnessed by:

SURETY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint _____

-----DARRELL H. JOHNSON AND JERRI GAGE-----

(Jointly or Severally)

of Albion and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLIARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 6th day of February

A. D. 19 74

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: W. H. Krasean
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 6th day of February, A. D., 19 74, before me personally came

William M. Evans

to me known, who

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with W. H. Krasean and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1977

My Commission Expires

Linda Disney

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

Thomas M. Ober

_____, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 25

day of March, A. D., 19 80

(SEAL)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Advise your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

Address 415 East Wallace Street
Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14464. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 18 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins	Per Enclosed Detail	
		Trade-Ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.		
		Affirmative Action On File; _____ Attached <u>X</u>		

Bid Bond required NO ☐ YES ☒ 5 % of bid Performance Bond NO ☐ YES ☒
See instruction item No. 14 on reverse side hereof.
Terms -0- % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and as the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

General Truck Sales Corp.

Name of Company

Per Rick Wedge Title Vice PresidentAddress 5905 U.S. 30 EastCity Ft. Wayne Date 3/24/80

Specifications for two (2) 1980 Tandem Dump Trucks including all equipment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by specified herein:

		Base Price	\$ <u>12,898.00</u>
		Freight	\$ <u>244.00</u>
1. YEAR	1980		\$ <u>-0-</u>
2. G.V.W.	39,000 lbs.		\$ <u>-0-</u>
3. Wheelbase	158" approx.		\$ <u>-0-</u>
4. C.A.	84"		\$ <u>-0-</u>
5. Engine	400 c.i. min. approx. Gasoline		\$ <u>294.00</u>
6. Clutch	14" Double Dics.		\$ <u>-0-</u>
7. Transmission	5 speed Full-Syncro		\$ <u>523.00</u>
8. Front Axle	12,000 lbs. min.		\$ <u>911.00</u>
9. Rear Axle	34,000 lbs. min with 2-speed axle		\$ <u>672.00</u>
10. Axle Ratio	6:00 to 1 min.		\$ <u>-0-</u>
11. Front Tires	10:00 X 20 X12 ply treaded		\$ <u>147.00</u>
12. Rear Tires	10:00 x 20 x 12 ply mud and snow		\$ <u>940.00</u>
13. Wheels	Cast spoke type --one extra		\$ <u>95.00</u>
14. Frame	Double Channel--Riveted		\$ <u>-0-</u>
15. Steering	Power		\$ <u>-0-</u>
16. Brakes	Straight Air Low Pressure warning. 12.sfm air. comp. Reserve tanks of 2400 c.i.min. Model AD-2 Bendix air dryer or equal. S-Cam type. All devices to meet Federal standards.		\$ <u>2,010.00</u>
17. Parking Brakes	Control Switch dash mounted. Air release fail-safe brake control to meet Federal standards.		\$ <u>-0-</u>
18. Heater	Heavy-Duty Fresh Air with defrosters		\$ <u>-0-</u>
19. Mirrors	Inside rear view mirror with outside dual west coast mirrors.		\$ <u>11.00</u>
20. Windshield Wipers	Dual wipers with washers-Electric or air operated.		\$ <u>-0-</u>

21. Signal Lights	Front and Rear--dual faced Dual type stop lights. Hazard switch cab marker lights.	\$ -0-
22. Electrical	12 volt; 70 amp hour battery. Heavy Duty alternator to deliver 23 amps. @ idle min.	\$ 25.00
23. Mud Flaps	Required	\$ 60.00
24. Fuel Tanks	Two-Step Type. Total of 70 gallons cap. min.	\$ 131.00
25. Gauges	Dial type required	\$ -0-
26. Seats	Adjustable Bucket seats-- driver and passenger both.	\$ 116.00
27. Seat Belts	Required	\$ -0-
28. Sun Visors	Required--Two	\$ -0-
29. Grab Handles	Required--Mounted on both sides of cab.	\$ 14.00
30. Horns	Required--Air operated	\$ 62.00
31. P.T.O.	Provision required	\$ -0-
32. Shocks	Front-Heavy Duty Required	\$ -0-
33. Tachometer	Required	\$ 50.00
34. Tow Hooks (four)	Two hooks mounted on heavy duty front bumper at frame horns. Two hooks on rear cross member 2½" i.d.min.	\$ 80.00
35. Rust Proofing	Required of entire vehicle	\$ 210.00
36. Paint Color	Light Blue--Dupont No. 7871	\$ 23.00

Trade-in: Unit #93

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089641 \$ 1400.00

Trade-in: Unit #102

1974 Ford #800
Tandem Dump Truck
Serial No. F81FvT05581 \$ 3100.00

Trade-In: Unit # 136

1972 International 1800

Tandem Dump Truck

Serial No. 156820-C-089644 \$ 1400.00

Trade-ins may be seen at
City Utilities - Water Maintenance & Service
415 East Wallace Street
Fort Wayne IN 46803
By calling 423-7521
Attn: Norbert E. Nagel

Total: (2 Units)	\$ <u>43,100.00</u>
Less Tax: (2 Units)	\$ <u>3,725.38</u>
Less Trade (3 Units)	\$ <u>5,900.00</u>
Less Discount	\$ <u>-0-</u>
Total (2 Units)	\$ <u>33,474.62</u>

DELIVERY: 60-90 Days EstimatedWARRANTY: Per Attachment

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed

By the Bidder

1. YEAR: 1980 MAKE: GMC MODEL: C7D064
2. G.V.W. 44860#
3. Wheelbase 149"
4. C.A. 84"
5. Engine 427 CID V-8 Gas
6. Clutch 14" Single Disc
7. Transmission 5 Speed Clark or Spicer
8. Front Axle 12000#
9. Rear Axle Eaton 34000# 2 Speed
10. Axle Ratio 6.14, 6.50 or 7.17
11. Front Tires 10.00-20 12 Ply Highway Tread
12. Rear Tires 10.00-20 12 Ply Mud & Snow
13. Wheels 20x7.5 Cast Spoke with Spare Rim
14. Frame Hi Tensile with "L" Reinforcement - 20.38 Section Modulus
15. Steering Hydraulic Power
16. Brakes Per Specifications
17. Parking Brakes Per Specifications, FMVSS 121 Deleted
18. Heater Per Specifications
19. Mirrors Per Specifications
20. Windshield Wipers Dual with Electric Washers
21. Signal Lights Per Specifications
22. Electrical 12 Volt, 69 AMP Battery, 22 Amp Alternator
23. Mud Flaps Furnished
24. Fuel Tanks LH 50 Gallon Step, RH 20 Gallon with Running Board Step
25. Gauges Dial Type
26. Seats (2) Bostrom Thinline Buckets, Only Drivers Adjustable

- 27. Seat Belts Furnished
- 28. Sun Visors (2) Furnished
- 29. Grab Handles Per Specifications
- 30. Horns Per Specifications
- 31. P.T.O. Provisions Furnished on Transmission
- 32. Shocks Heavy Duty Front
- 33. Tachometer Furnished
- 34. Tow Hooks (four) (4) Furnished, 2 Front, 2 Rear
- 35. Rust Proofing Ziebart or Protector
- 36. Paint Color Per Specifications

NOTES: (1) Hand throttle added to specifications quoted.

(2) Front air brake limiting valve recommended @ \$68.00 net.

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ _____
2. Length	12 feet	\$ _____
3. Width	7 feet	\$ _____
4. Sides	42" high 10 gauge	\$ _____
5. Tail Gate	48" high 8 gauge steel	\$ _____
6. Front End	48" high 10 gauge steel full cab shield	\$ _____
7. Floor	8 gauge steel	\$ _____
8. Paint Color	Light Blue -- Dupont # 7871	\$ _____
9. Rust Proofing	Required of entire vehicle	\$ _____

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ _____
11. Sub-Frame	To be compatible with above lifting specs.	\$ _____
12. Capacity	42,000 min.	\$ _____
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ _____
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ _____
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ _____
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ _____
17. Additional Information	Price is to include installa- tion on chassis.	\$ _____

DELIVERY: _____

WARRANTY: _____

BODYDUMP BODY AND HOIST

(one item)

1. Size _____
2. Length _____
3. Width _____
4. Sides _____
5. Tail Gate _____
6. Front End _____
7. Floor _____
8. Paint Color _____
9. Rust Proofing _____

HOIST

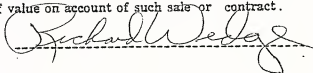
10. Type _____
11. Sub-Frame _____
12. Capacity _____
13. P.T.O. _____
14. Hoist Control _____
15. Pintle Hook _____
16. Special Equipment _____
17. Additional Information _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
Allen } SS:
_____ COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



Bidder or Agent

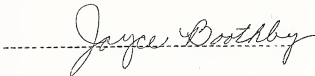
For General Truck Sales Corp.

Firm or Corporation

Subscribed and sworn to before me this 26th day of March 19 80

My Commission Expires

7-5-82



PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): *If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.*
 Certified ☐ Dollars
 Cashiers ☐ Check No. in the sum of Bank

of
 is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
 Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER
AND
PRINCIPAL

.....
 Name of Bidder—Print or Type
 By
 Signature of Person Authorized to Sign
 Title
 Street Name and Number
 City, State and Zip Code
 Date

SURETY

.....
 Name of Company — Print or Type
 Incorporated
 In the State of:
 Address
 By
 Sign on this Line

Date



BID BOND

THE AETNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, GENERAL TRUCK SALES CORP.
5905 U. S. 30 East
Fort Wayne, Indiana 46803

as Principal, hereinafter called the Principal, and

THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the
State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fort Wayne
Water Maintenance & Service Dept.
1 Main Street
Fort Wayne, Indiana

as Oblige, hereinafter called the Oblige, in

the sum of Five Percent (5%) of Maximum Bid - - - - - \$111,111.11

(\$ 111,111.11), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Two (2) GMC Model 7D064 Trucks

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of March, 1980

Lawrence R. Kelly
(Witness)

GENERAL TRUCK SALES CORP.
By: [Signature] (Principal) (Seal)
VP (Title)

Marion C. Bradley
(Witness)

THE AETNA CASUALTY AND SURETY COMPANY
By: [Signature]
Ronald J. Harruff, (Attorney-in-Fact)

AIA DOCUMENT A310
BID BOND
FEBRUARY 1970 ED.
THE AMERICAN INSTITUTE OF ARCHITECTS

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.

Time of Bid

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" Nov. 18 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins		
		Trade-Ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.		
		Affirmative Action On File; _____ Attached _____		

Bid Bond required ☐ NO ☒ YES 5 % of bid Performance Bond ☐ NO ☒ YES
See instruction item No. 16 on reverse side hereof.
Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Allen County Motors, Inc.
Name of Company
For Jeddy Bolter Title Fleet Manager
Address 2300 W. Jefferson Blvd
City Fort Wayne, Indiana Date 3/21/80

Specifications for two (2) 1980 Tandem Dump Trucks including all equipment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by specified herein:

		Base Price	\$ <u>21,718.10</u>
		Freight	\$ <u>293.00</u>
1. YEAR	1980LT 800		\$ _____
2. G.V.W.	XXXXX lbs. 43000 lbs		\$ _____
3. Wheelbase	158 " approx. 162"		\$ _____
4. C.A.	84"		\$ _____
	429		
5. Engine	400 c.i. min. approx. Gasoline		\$ _____
6. Clutch	14 X Bendix Disk		\$ _____
	13 1/2 plate		
7. Transmission	5 speed Full-Syncro		\$ _____
8. Front Axle	12,000 lbs. min.		\$ _____
9. Rear Axle	34,000 lbs. min with 2-speed axle		\$ _____
10. Axle Ratio	6:00 to 1 min. 717/9.97		\$ _____
11. Front Tires	10:00 X 20 X12 ply treaded		\$ _____
12. Rear Tires	10:00 x 20 x 12 ply mud and snow		\$ _____
13. Wheels	Cast spoke type --one extra		\$ _____
14. Frame	Double Channel--Riveted		\$ _____
	NA		
15. Steering	Single Channel -15.9 SM- 110,000 PSI Power		\$ _____
16. Brakes	Straight Air Low Pressure warning. 12.sfm air. comp. Reserve tanks of 2400 c.i.min. Model AD-2 Bendix air dryer or equal. S-Cam type. All devices to meet Federal standards.		\$ _____
17. Parking Brakes	Control Switch dash mounted. Air release fail-safe brake control to meet Federal standards.		\$ _____
18. Heater	Heavy-Duty Fresh Air with defrosters		\$ _____
19. Mirrors	(Not Available Inside Rear view mirror with outside dual west coast mirrors.		\$ _____
20. Windshield Wipers	Dual wipers with washers-Electric or air operated.		\$ _____

21. Signal Lights	Front and Rear--dual faced Dual type stop lights. Hazard switch cab marker lights.	\$ _____
22. Electrical	68 12 volt; X 8 amp hour battery. Heavy Duty alternator to deliver 23 amps. @ idle min.	\$ _____
23. Mud Flaps	Required- included in body bid	\$ _____
24. Fuel Tanks	Two-Step Type. Total of X 7 gallons cap. min. 100 gal	\$ _____
25. Gauges	Dial type required	\$ _____
26. Seats	Adjustable Bucket seats-- driver and passenger both.	\$ _____
27. Seat Belts	Passenger seat fixed Required	\$ _____
28. Sun Visors	Required--Two	\$ _____
29. Grab Handles	Required--Mounted on both sides of cab.	\$ _____
30. Horns	Required--Air operated	\$ _____
31. P.T.O.	Provision required	\$ _____
32. Shocks	Front--Heavy Duty Required	\$ _____
33. Tachometer	Required	\$ _____
34. Tow Hooks (four)	Two hooks mounted on heavy duty front bumper at frame horns. Two hooks on rear cross member 2½" i.d.min.	\$ _____
35. Rust Proofing	Required of entire vehicle	\$ _____
36. Paint Color	Light Blue--Dupont No. 7871	\$ _____

Trade-in: Unit #93

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089641 \$ 1000.00

Trade-in: Unit #102

1974 Ford #800
Tandem Dump Truck
Serial No. F81FV05581 \$ 2500.00

Trade-In: Unit # 136

1972 International 1800

Tandem Dump Truck

Serial No. 156820-C-089644 \$ 2500.00

Trade-ins may be seen at
City Utilities - Water Maintenance & Service
415 East Wallace Street
Fort Wayne IN 46803
By calling 423-7521
Attn: Norbert E. Nagel

Total: 2 units	\$ <u>60,985.24</u>
Less Tax:	\$ <u>4,011.84</u>
Less Trade	\$ <u>6,000.00</u>
Less Discount	\$ <u>14,427.24</u>
Total	\$ <u>36,546.16</u>

DELIVERY: 90 to 120 days Net 60 days from delivery of chassis to
WARRANTY: Body Company

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed

By the Bidder

1. YEAR: 1980 MAKE: Ford MODEL: LT 800
2. G.V.W. 43,000 lbs
3. Wheelbase 162 "
4. C.A. 84
5. Engine 429 Cu In V8
6. Clutch 13' 2 plate
7. Transmission Spicer 5252A
8. Front Axle 12,000 lbs
9. Rear Axle Eaton 34,000 DTE 2 speed
10. Axle Ratio 7/17/9.97
11. Front Tires 1000 X 20 12 ply Standard Tread
12. Rear Tires 1000 X 12 21 ply Mud and Snow
13. Wheels 20 X 7.5 Rims Cast Spoke
14. Frame 15.9 SM 110,000 PSI Single Chanel
15. Steering Power Steering
16. Brakes Fyel air Cam
17. Parking Brakes Maxi
18. Heater Fresh Air
19. Mirrors West Coast
20. Windshield Wipers 2 speed electric
21. Signal Lights front and rear
22. Electrical 70 AMO Alt and 68 Amp Battery
23. Mud Flaps nut enclused - will be in body quote
24. Fuel Tanks right and left - 50 gal D.
25. Gauges water temp and oit pressure
26. Seats Bostron West Coster Driver and Fixed Passenger

27. Seat Belts Both Seats
28. Sun Visors Right and Left
29. Grab Handles Right and Left
30. Horns Dual Air Horns
31. P.T.O. -----
32. Shocks Front
33. Tachometer Electric
34. Tow Hooks (four) 2 front and 2 rear
35. Rust Proofing Chassis and Body
36. Paint Color Blue Dupont No 7871

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ _____
2. Length	12 feet	\$ _____
3. Width	7 feet	\$ _____
4. Sides	42" high 10 gauge	\$ _____
5. Tail Gate	48" high 8 gauge steel	\$ _____
6. Front End	48" high 10 gauge steel full cab shield	\$ _____
7. Floor	8 gauge steel	\$ _____
8. Paint Color	Light Blue -- Dupont # 7871	\$ _____
9. Rust Proofing	Required of entire vehicle	\$ _____

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ _____
11. Sub-Frame	To be compatible with above lifting specs.	\$ _____
12. Capacity	42,000 min.	\$ _____
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ _____
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ _____
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ _____
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ _____
17. Additional Information	Price is to include installa- tion on chassis.	\$ _____

DELIVERY: _____

WARRANTY: _____

BODYDUMP BODY AND HOIST (one item)

1. Size _____
2. Length _____
3. Width _____
4. Sides _____
5. Tail Gate _____
6. Front End _____
7. Floor _____
8. Paint Color _____
9. Rust Proofing _____

HOIST

10. Type _____
11. Sub-Frame _____
12. Capacity _____
13. P.T.O. _____
14. Hoist Control _____
15. Pintle Hook _____
16. Special Equipment _____
17. Additional Information _____

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Three thousand and forty-nine and 26/100

Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☒

Cashiers ☐ Check No. 6733 in the sum of Three thousand and forty-nine and 26/100

Dollars

on Lincoln National Bank Bank
of Fort Wayne, Indiana

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

SURETY

Allen County Motors Inc

Name of Bidder—Print or Type

By Ed J. Belcher

Signature of Person Authorized to Sign

Title Fleet Manager

2300 W. Jefferson Blvd.

Street Name and Number

Fort Wayne, Indiana

City, State and Zip Code

Date 3/21/80

Name of Company—Print or Type

Incorporated
in the State of:

Address

By
Sign on this Line

Date

Reference No. _____

NON-COLLUSION AFFIDAVITSTATE OF INDIANA, }
-----Allen----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Ed J. Ballier

Fleet Manager-----
Bidder or Agent

For Allen County Motors, Inc.-----
Firm or Corporation

Subscribed and sworn to before me this 21 st day of March, 19 80

My Commission Expires

8/17/81

Janet Young

Janet Young



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

March 10, 1980

Reference: Bid No. 558

In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-28-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8 - Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - If it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (~~←~~). When submitting a bond as Surety complete the entire form and attach power of attorney. Indiana Statute requires a Certified Check in lieu of a Bid Bond from out - of - State firms.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at 219-423-7037.

Aaron Gluck
Director of Purchases



CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Advise your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14434. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 15 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins	\$22,964.34	\$45,928.68
Trade-ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.				
Affirmative Action On File: <u>XX</u> Attached				

Bid Bond required ☐ YES 5 % of bid Performance Bond ☐ YES
See instruction item No. 16 on reverse side hereof.
Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

International Harvester Co.

Name of Company

Ft. Wayne, Indiana Salesman

Address 333 So. Clinton St.

City Ft. Wayne, Indiana

Date 3/26/80

Specifications for two (2) 1980 Tandem Dump Trucks including all equipment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by specified herein:

		Base Price	\$ <u>19,925.50</u>
		Freight	\$ <u>222.00</u>
1. YEAR	1980		\$ _____
2. G.V.W.	39,000 lbs.		\$ _____
3. Wheelbase	158" approx.		\$ _____
4. C.A.	84"		\$ _____
5. Engine	400 c.i. min. approx. Gasoline		\$ <u>686.00</u>
6. Clutch	14" Double Discs.		\$ <u>49.50</u>
7. Transmission	5 speed Full-Syncro		\$ <u>1,875.00</u>
8. Front Axle	12,000 lbs. min.		\$ <u>867.00</u>
9. Rear Axle	34,000 lbs. min with 2-speed axle		\$ <u>798.00</u>
10. Axle Ratio	6:00 to 1 min.		\$ _____
11. Front Tires	10:00 X 20 X12 ply treaded		\$ <u>159.00</u>
12. Rear Tires	10:00 x 20 x 12 ply mud and snow		\$ <u>1,084.00</u>
13. Wheels	Cast spoke type --one extra		\$ <u>48.00</u>
14. Frame	Double Channel--Riveted		\$ <u>280.00</u>
15. Steering	Power		\$ _____
16. Brakes	Straight Air Low Pressure warning. 12.sfm air. comp. Reserve tanks of 2400 c.i.min. Model AD-2 Bendix air dryer or equal. S-Cam type. All devices to meet Federal standards.		\$ <u>2,244.00</u>
17. Parking Brakes	Control Switch dash mounted. Air release fail-safe brake control to meet Federal standards.		\$ <u>271.00</u>
18. Heater	Heavy-Duty Fresh Air with defrosters		\$ _____
19. Mirrors	Inside rear view mirror with outside dual west coast mirrors.		\$ <u>25.00</u>
20. Windshield Wipers	Dual wipers with washers-Electric or air operated.		\$ _____

21. Signal Lights	Front and Rear--dual faced Dual type stop lights. Hazard switch cab marker lights.	\$ _____
22. Electrical	12 volt; 70 amp hour battery. Heavy Duty alternator to deliver 23 amps. @ idle min.	\$ <u>99.00</u>
23. Mud Flaps	Required	\$ _____
24. Fuel Tanks	Two-Step Type. Total of 70 gallons cap. min.	\$ <u>141.00</u>
25. Gauges	Dial type required	\$ _____
26. Seats	Adjustable Bucket seats-- driver and passenger both.	\$ <u>112.50</u>
27. Seat Belts	Required	\$ _____
28. Sun Visors	Required--Two	\$ _____
29. Grab Handles	Required--Mounted on both sides of cab.	\$ <u>20.00</u>
30. Horns	Required--Air operated	\$ <u>85.00</u>
31. P.T.O.	Provision required	\$ _____
32. Shocks	Front-Heavy Duty Required	\$ <u>70.00</u>
33. Tachometer	Required	\$ <u>77.00</u>
34. Tow Hooks (four)	Two hooks mounted on heavy duty front bumper at frame horns. Two hooks on rear cross member 2½" i.d.min.	\$ <u>301.00</u>
35. Rust Proofing	Required of entire vehicle	\$ <u>200.00</u>
36. Paint Color	Light Blue--Dupont No. 7871	\$ _____

Trade-in: Unit #93

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089641 \$ 2000.00

Trade-in: Unit #102

1974 Ford #800
Tandem Dump Truck
Serial No. F81FvT05581 \$ 1500.00

Trade-In: Unit # 136

1972 International 1800

Tandem Dump Truck

Serial No. 156820-C-089644 \$ 2200.00

Trade-ins may be seen at
City Utilities - Water Maintenance & Service
415 East Wallace Street
Fort Wayne IN 46803
By calling 423-7521
Attn: Norbert E. Nagel

Total:	\$ <u>59,279.00</u>
Less Tax:	\$ _____
Less Trade	\$ <u>5,700.00</u>
Less Discount	\$ <u>13,350.32</u>
Total	\$ <u>40,228.68</u>

DELIVERY: Approximately September 1980WARRANTY: Sample enclosed,

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed

By the Bidder

1. YEAR: ~~1980~~ 1981 MAKE: International MODEL: F-1924
2. G.V.W. 39,000 lb
3. Wheelbase 152"
4. C.A. 84"
5. Engine MV-446 cubic inch engine
6. Clutch 14" Single plate clutch
7. Transmission 10 Speed Transmission RT-610 Fuller
8. Front Axle 12,000 lb with power steering
9. Rear Axle 34,000 lb tandem rear axle
10. Axle Ratio 6.14-1
11. Front Tires 1000 x 20 tires front On cast spoke wheels
12. Rear Tires 1000 x 20 tires rear with mud & snow type
13. Wheels Cast spoke wheels with one extra rim
14. Frame Inverted L reinforcement
15. Steering Power steering
16. Brakes Full air brakes with BW air dryer
17. Parking Brakes Air emergency brake with control on dash
18. Heater Fresh air type
19. Mirrors West coast type with inside mirror
20. Windshield Wipers Electric with washers
21. Signal Lights Per specs
22. Electrical 12 Volt 65 amp alternator, 73 amp hour battery
23. Mud Flaps With body
24. Fuel Tanks 51 Gallon steel tank
25. Gauges Per specs
26. Seats 2 Front bucket seats

27. Seat Belts Yes
28. Sun Visors Dual visors
29. Grab Handles Per specs
30. Horns Air horn
31. P.T.O. Opening provided on transmission
32. Shocks Front shocks
33. Tachometer Electric
34. Tow Hooks (four) Per specs
35. Rust Proofing Tuff KoteDinol
36. Paint Color Per your specs

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ _____
2. Length	12 feet	\$ _____
3. Width	7 feet	\$ _____
4. Sides	42" high 10 gauge	\$ _____
5. Tail Gate	48" high 8 gauge steel	\$ _____
6. Front End	48" high 10 gauge steel full cab shield	\$ _____
7. Floor	8 gauge steel	\$ _____
8. Paint Color	Light Blue -- Dupont # 7871	\$ _____
9. Rust Proofing	Required of entire vehicle	\$ _____

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ _____
11. Sub-Frame	To be compatible with above lifting specs.	\$ _____
12. Capacity	42,000 min.	\$ _____
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ _____
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ _____
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ _____
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ _____
17. Additional Information	Price is to include installa- tion on chassis.	\$ _____

DELIVERY: _____

WARRANTY: _____

BODYDUMP BODY AND HOIST (one item)

1. Size _____
2. Length _____
3. Width _____
4. Sides _____
5. Tail Gate _____
6. Front End _____
7. Floor _____
8. Paint Color _____
9. Rust Proofing _____

HOIST

10. Type _____
 11. Sub-Frame _____
 12. Capacity _____
 13. P.T.O. _____
 14. Hoist Control _____
 15. Pintle Hook _____
 16. Special Equipment _____
 17. Additional Information _____
-
-

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
_____ Allen _____ COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Frank J. Hunter
Bidder or Agent

For International Harvester Co.
Firm or Corporation

Subscribed and sworn to before me this 27 day of March, 1980

My Commission Expires

6-1-84

R. L. P. Miller

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Two thousand four hundred and no/100 ----- (\$2,400.00) ----- Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No.

in the sum of Dollars

on Bank

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER AND PRINCIPAL

INTERNATIONAL HARVESTER

Name of Bidder—Print or Type

By X K. J. Brubaker Signature of Person Authorized to Sign

Title Sales Manager

333 S. Clinton St.

Street Name and Number

Fort Wayne, Indiana 46802

City, State and Zip Code

Date March 26, 1980

SURETY

Western Surety

Name of Company — Print or Type

Incorporated South Dakota

Address Sioux Falls

By Reene C. Miller

Attorney-in-Fact

Sign on this Line

Date March 26, 1980



SP

Original

POWER OF ATTORNEY

(Irrevocable)

SP No 345174

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed but may be detached by the approving officer and filed separately if desired.

That the Western Surety Company, a corporation, does hereby make, constitute, and appoint

MARCUS C. COCK, JR. OR DAVID A. KELLEY OR DIANE MILLER

in the city of **PORT KATHE**, State of **INDIANA**,
its true and lawful Agent and Attorney in Fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

**ONE BID OR CONTRACT BOND
FOR INTERNATIONAL HARVESTER COMPANY, PROVIDING THE TOTAL AMOUNT OF THE
CONTRACT PRICE DOES NOT EXCEED THE SUM OF FIVE HUNDRED THOUSAND DOLLARS
(\$500,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

DECEMBER 31,

19 80

but until such time shall be irrevocable and in full force and effect.

The Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit:

"7. All bonds, policies, undertakings or other obligations of the corporation shall be executed in the corporate name of the company by the Chairman of the Board, the President, Secretary, any Assistant Secretary, Treasurer, Vice President, or by such other officers as the Board of Directors may authorize. The Chairman of the Board, the President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings or other obligations of the corporation."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or telegram signed by the Chairman of the Board, President, Vice-President, Assistant Vice-President, Treasurer, Secretary or Assistant Secretary of the Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, the Western Surety Company has caused these presents to be executed by its **ASSISTANT SECRETARY**

with its corporate seal affixed this **7TH** day of **DECEMBER**, 19 **78**

WESTERN SURETY COMPANY

By

G. Wibeto
G. Wibeto, Ass't Sec.

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this **7TH** day of **DECEMBER**, in the year 19 **78**, before me, a Notary Public,

personally appeared **G. Wibeto, Ass't Sec.**, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **WESTERN SURETY COMPANY** and acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission expires

11-19-83

, 19 **83**

E. Andersen
E. ANDERSEN

Notary Public, South Dakota




THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

March 10, 1980

Reference: Bid No. 558

In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-28-5-6d. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8 - Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - If it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (). When submitting a bond as Surety complete the entire form and attach power of attorney. Indiana Statute requires a Certified Check in lieu of a Bid Bond from out - of - State firms.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at 219-423-7037.

Aaron Gluck
Director of Purchases

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department
or Division

415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.
Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14432. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins Trade-Ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see: <i>As Per Specs - Body complete</i> <i>Options { spec. PTO Add. \$150.00 except MACK</i> <i>11yd - 1yd CAP. INCR. Add. \$55.00</i> <i>8825 Hitch Add. \$50.00</i> <i>Bid DUMPS ONLY AS PER</i> <i>SPECIFICATIONS.</i> <i>NO CHASSIS & NO TRADES</i> Affirmative Action On File: <u>yes</u> Attached _____	5503.20	911,006.40

Bid Bond required ☐ NO ☒ YES 5 % of bid Performance Bond ☐ NO ☒ YES
See Instructions Item No. 14 on reverse side hereof.
Terms 2 % cash discount if paid within 10 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

ERNEST TRUCK EQUIPMENT INC.

Per Ernest Truck Equipment Inc. Title Sec. & Mgr.

Address 2727 McRONALD ST.City FT. WAYNE Date IND.

46803

Page 1 of 11Ref. No. 558Date March 10, 1980

Date wanted _____

Fund W-392
Appropriation No. _____

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min. ^{10 to 12 yd.} 40 to 46	\$ <u>10 yd chd.</u>
2. Length	12 feet	\$ <u>12' - chd.</u>
3. Width	7 feet	\$ <u>7' chd.</u>
4. Sides	42" high 10 gauge ^(42" is 11 yd opt)	\$ <u>10 ga. Sld - 40</u>
5. Tail Gate	48" high 8 gauge steel	\$ <u>8 ga chd.</u>
6. Front End	48" high 10 gauge steel full cab shield	\$ <u>Full Cab. 8 ga chd.</u>
7. Floor	8 gauge steel	\$ <u>8 ga Floor</u>
8. Paint Color	^{acrylic enamel} Light Blue -- Dupont # 7871	\$ <u>chd.</u>
9. Rust Proofing	^{Body only But} Required of entire vehicle ^(rear end) _{not cab.}	\$ <u>150⁰⁰ chd.</u>

HOIST

10. Type	Under body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ <u>7725 Model chd.</u>
11. Sub-Frame	To be compatible with above lifting specs.	\$ <u> </u>
12. Capacity	42,000 min.	\$ <u> </u>
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ <u>Needle Brg - Single Bear</u>
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ <u>Wire or Lever</u>
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ <u>200⁰⁰ chd.</u>
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ <u>72.10 chd.</u>
17. Additional Information	Price is to include installa- tion on chassis. <u>Total - Each</u> \$ <u>5503.20</u>	

DELIVERY: 60 to 80 Day ARO

WARRANTY: 1 year subject to factory inspections

BODYDUMP BODY AND HOIST

(one item)

1. Size 10 to 12 yd.
2. Length 12'
3. Width 7'
4. Sides 40 w 42 option 11 yd.
5. Tail Gate 8 ga
6. Front End 10 ga incl cab shield
7. Floor 8 ga
8. Paint Color acrylic 7871 Blue (light)
9. Rust Proofing Rear only not chassis, cab.

HOIST

10. Type 7725 Underbody
11. Sub-Frame yes
12. Capacity 20 Ton min option
13. P.T.O. single gear needle Big w option
14. Hoist Control lever or wire
15. Pintle Hook T 100 A Holland.
16. Special Equipment as per DOT
17. Additional Information See attached sheets for further breakdown.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Kenneth B. ERNST MGR.Kenneth B. Ernst mgr.
Bidder or AgentFor ERNST TRUCK EQUIPMENT INC.
Firm or Corporation

X Subscribed and sworn to before me this 25 day of MARCH, 1980

My Commission Expires

MAY 8, 1983David W. Landy
DAVID W. LANDY

The Continental Insurance Company

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint Arthur C. Frericks or Donald T. Belbutowski or Gerald A. Dahle or Leonard Shirley or Lane Ross or Harold Everett or Vicki L. Anderson all of Fort Wayne, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Five Million (\$5,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1979.

Attest:

THE CONTINENTAL INSURANCE COMPANY

By


T.H. Stephens, Assistant Vice President




M.L. Ford, Vice-President

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 3rd day of January, 1979, before me personally came M. L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the county of Essex, State of New Jersey, at 768 Springfield Avenue; that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE


ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4653117 Qual. in Kings County
Commission Expires March 30, 1980

I, the undersigned, an Assistant Secretary of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of New York. Dated the 27th day of March, 1979.




James M. Keane, Assistant Secretary

REPLY MESSAGE

This form available from Grayarc Co., Inc., A Subsidiary of Dictaphone Corporation, 222 Third Ave., Brooklyn, N. Y. 11232.

TO City of Ft Wayne.
Water Maintenance & Service Dept.
415 E. Wallace St.
Ft Wayne, Ind. 46803

FROM Bid 558- 3-27-80
ERNST TRUCK EQUIPMENT
 2727 McDONALD ST. 11:00
 FORT WAYNE, INDIANA 46803 A1
Mr Aaron Shuck 424-1590

SUBJECT: Perfection Dumps (no chassis) DATE: 3-24-80

FOLD Perfection 7X12 - 10 Ha - 10 to 12 Yd Dump Body 24 Yd as
per spec's. with 8 Ha Floor, 8 Ha Tailgate, 10 Ha Full Load
cab shield, 10" x 12" belt on apron, 7725 Double Hoist
w/ Double arm lift, 25 GPM Pump, Installed, Painted w/
Light, Flaps, Pintle Hook, Levers and single gear needle
bearing & T.O. included. - Undercoat body, Hoist, rear only.

No chassis furnished or undercoated \$5503.20 each
option HD 2 1/2 ton P.H.C. and or adaptor add 150.00 except Mack
add for 1 yd 42" equal 11 yd. 55.00 (8825 Hoist add 150.00)
 PLEASE REPLY TO 558 SIGNED Ernst Truck Equip

REPLY	7X12 - 10 Ha 10 to 12 Yd	2313.00	4288.20
	8 Ha Floor	155.00	100.00
	8 Ha T.O.	64.00	75.00
	Full Load cab 10 Ha	384.00	45.00
	10" x 12" apron Belt type	103.00	20.00
	7725 Hoist w/ 25 GPM Pump	3107.00	400.00
		6126.00	100.00
	Less 30% equal 10% over	1837.80	125.00
	Ernst cash	4288.20	100.00
	Tax & freight		100.00
	SIGNED		5353.20
DATE:			Body - Undercoat
			25503.20

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made and appointed, and does by these presents make, constitute and appoint

KATHRYN J. BEAUCHOT, JULIAN M. BOWERS, HARRY A. CRAWFORD, G. PARKER GEE, RONALD J. HARRUFF, LEONARD B. KOELLER, THOMAS G. McRAE, MAX E. ORWIN, JAMES E. VAN DYCK, ROLAND E. WEBER, EDWARD M. BROWN and PAUL A. LOHSE, all of Fort Wayne, Indiana - EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances

Section 30. Appointment: The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority: The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment.

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President

and its corporate seal to be hereunto affixed this 19th day of December, 1978



THE AMERICAN INSURANCE COMPANY

By

William W. Lauber

Vice President

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 19th day of December, 1978, before me personally came William W. Lauber to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument: that he knows the seal of said Corporation: that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in the order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written



Susie K. Gilbert

Notary Public

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked and furthermore that Article VIII Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 27th day of March, 1980



Winifred H. Browne
Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Questions, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the departments as mentioned, with delivery to destination as shown hereon. Quotations shall include all charges for delivery, packing, etc. Answer your reply as indicated below.

*Mail all replies and correspondence, etc., to Attn. of

Aaron Gluck

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:

Department Water Maintenance & Service Department

or Division 415 East Wallace Street

Address Fort Wayne IN 46803

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Thursday March 27, 1980 11:00 A.M.

Time of Bids

TAKEN: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1000. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
2	each	Tandem Dump Trucks w/3 Trade-Ins		
		Trade-Ins can be seen at 415 E. Wallace Fort Wayne IN Call 423-7521 for appointment to see.		
		Affirmative Action On File; XXX Attached		

Bid Bond required ☐ YES ☒ 5 % of bid Performance Bond ☒ YES ☐
 See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within * days from receipt of order*

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Hoosier Truck Equipment, Inc.

Name of Company

For Max J. Rusbbaum President

Address 5733 U.S. 30 East

City Fort Wayne, Indiana Date 3/24

Page 1 of 11

Ref. No. 558

Date March 10, 1980

Date wanted

Fund W-392
Appropriation No.

Specifications for two (2) 1980 Tandem Dump Trucks including all equipment listed as standard in Manufacturer's printed literature describing the vehicle unless superceded by specified herein:

		Base Price	\$ _____
		Freight	\$ _____
1. YEAR	1980		\$ _____
2. G.V.W.	39,000 lbs.		\$ _____
3. Wheelbase	158" approx.		\$ _____
4. C.A.	84"		\$ _____
5. Engine	400 c.i. min. approx. Gasoline		\$ _____
6. Clutch	14" Double Discs.		\$ _____
7. Transmission	5 speed Full-Syncro		\$ _____
8. Front Axle	12,000 lbs. min.		\$ _____
9. Rear Axle	34,000 lbs. min with 2-speed axle		\$ _____
10. Axle Ratio	6:00 to 1 min.		\$ _____
11. Front Tires	10:00 X 20 X12 ply treaded		\$ _____
12. Rear Tires	10:00 x 20 x 12 ply mud and snow		\$ _____
13. Wheels	Cast spoke type --one extra		\$ _____
14. Frame	Double Channel--Riveted		\$ _____
15. Steering	Power		\$ _____
16. Brakes	Straight Air Low Pressure warning. 12 sfm air. comp. Reserve tanks of 2400 c.i.min. Model AD-2 Bendix air dryer or equal. S-Cam type. All devices to meet Federal standards.		\$ _____
17. Parking Brakes	Control Switch dash mounted. Air release fail-safe brake control to meet Federal standards.		\$ _____
18. Heater	Heavy-Duty Fresh Air with defrosters		\$ _____
19. Mirrors	Inside rear view mirror with outside dual west coast mirrors.		\$ _____
20. Windshield Wipers	Dual wipers with washers-Electric or air operated.		\$ _____

21. Signal Lights	Front and Rear--dual faced Dual type stop lights. Hazard switch cab marker lights.	\$ _____
22. Electrical	12 volt; 70 amp hour battery. Heavy Duty alternator to deliver 23 amps. @ idle min.	\$ _____
23. Mud Flaps	Required	\$ _____
24. Fuel Tanks	Two-Step Type. Total of 70 gallons cap. min.	\$ _____
25. Gauges	Dial type required	\$ _____
26. Seats	Adjustable Bucket seats-- driver and passenger both.	\$ _____
27. Seat Belts	Required	\$ _____
28. Sun Visors	Required--Two	\$ _____
29. Grab Handles	Required--Mounted on both sides of cab.	\$ _____
30. Horns	Required--Air operated	\$ _____
31. P.T.O.	Provision required	\$ _____
32. Shocks	Front-Heavy Duty Required	\$ _____
33. Tachometer	Required	\$ _____
34. Tow Hooks (four)	Two hooks mounted on heavy duty front bumper at frame horns. Two hooks on rear cross member 2½" i.d.min.	\$ _____
35. Rust Proofing	Required of entire vehicle	\$ _____
36. Paint Color	Light Blue--Dupont No. 7871	\$ _____

Trade-in: Unit #93

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089641 \$ _____

Trade-in: Unit #102

1974 Ford #800
Tandem Dump Truck
Serial No. F81FVT05581 \$ _____

21. Signal Lights	Front and Rear--dual faced Dual type stop lights. Hazard switch cab marker lights.	\$ _____
22. Electrical	12 volt; 70 amp hour battery. Heavy Duty alternator to deliver 23 amps. @ idle min.	\$ _____
23. Mud Flaps	Required	\$ _____
24. Fuel Tanks	Two-Step Type. Total of 70 gallons cap. min.	\$ _____
25. Gauges	Dial type required	\$ _____
26. Seats	Adjustable Bucket seats-- driver and passenger both.	\$ _____
27. Seat Belts	Required	\$ _____
28. Sun Visors	Required--Two	\$ _____
29. Grab Handles	Required--Mounted on both sides of cab.	\$ _____
30. Horns	Required--Air operated	\$ _____
31. P.T.O.	Provision required	\$ _____
32. Shocks	Front-Heavy Duty Required	\$ _____
33. Tachometer	Required	\$ _____
34. Tow Hooks (four)	Two hooks mounted on heavy duty front bumper at frame horns. Two hooks on rear cross member 2½" i.d.min.	\$ _____
35. Rust Proofing	Required of entire vehicle	\$ _____
36. Paint Color	Light Blue--Dupont No. 7871	\$ _____

Trade-in: Unit #93

1972 International 1800
Tandem Dump Truck
Serial No. 156820-C-089641 \$ _____

Trade-in: Unit #102

1974 Ford #800
Tandem Dump Truck
Serial No. F81FvT05581 \$ _____

Trade-In: Unit # 136

1972 International 1800

Tandem Dump Truck

Serial No. 156820-C-089644 \$ _____

Trade-ins may be seen at
 City Utilities - Water Maintenance & Service
 415 East Wallace Street
 Fort Wayne IN 46803
 By calling 423-7521
 Attn: Norbert E. Nagel

Total: \$ _____

Less Tax: \$ _____

Less Trade \$ _____

Less Discount \$ _____

Total \$ _____

DELIVERY: _____

WARRANTY: _____

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed

By the Bidder

1. YEAR: 1980 MAKE: MODEL:
2. G.V.W. _____
3. Wheelbase _____
4. C.A. _____
5. Engine _____
6. Clutch _____
7. Transmission _____
8. Front Axle _____
9. Rear Axle _____
10. Axle Ratio _____
11. Front Tires _____
12. Rear Tires _____
13. Wheels _____
14. Frame _____
15. Steering _____
16. Brakes _____
17. Parking Brakes _____
18. Heater _____
19. Mirrors _____
20. Windshield Wipers _____
21. Signal Lights _____
22. Electrical _____
23. Mud Flaps _____
24. Fuel Tanks _____
25. Gauges _____
26. Seats _____

- 27. Seat Belts _____
- 28. Sun Visors _____
- 29. Grab Handles _____
- 30. Horns _____
- 31. P.T.O. _____
- 32. Shocks _____
- 33. Tachometer _____
- 34. Tow Hooks (four) _____
- 35. Rust Proofing _____
- 36. Paint Color _____

DUMP BODY AND HOIST (one item)

BODY

1. Size	10 c.y. cap. min.	\$ <u>2,017.00</u>
2. Length	12 feet	\$ <u>Standard</u>
3. Width	7 feet	\$ <u>Included</u>
4. Sides	42" high 10 gauge	\$ <u>Included</u>
5. Tail Gate	48" high 8 gauge steel	\$ <u>Included</u>
6. Front End	48" high 10 gauge steel full cab shield	\$ <u>Included</u>
7. Floor	8 gauge steel	\$ <u>Included</u>
8. Paint Color	Light Blue -- Dupont # 7871	\$ <u>75.00</u>
9. Rust Proofing	Required of entire vehicle	\$ <u>150.00</u>

HOIST

10. Type	Under Body double type hoist Twin 7" cyl. with 24" stroke to pump 24 gal. per minute	\$ <u>2,332.00</u>
11. Sub-Frame	To be compatible with above lifting specs.	\$ <u>Standard</u>
12. Capacity	42,000 min.	\$ <u>Standard</u>
13. P.T.O.	Needle Bearing type-to be compatible w/ above specs.	\$ <u>200.00</u>
14. Hoist Control	To be readily accessible to driver for ease of operation	\$ <u>Standard</u>
15. Pintle Hook	Type T100A to be mounted on rear, 32" from ground in center of frame. Reinforced for trailer and back-hoe towing.	\$ <u>257.00</u>
16. Special Equipment	Removable 10" rear dump apron (bolt-on)	\$ <u>150.00</u>
17. Additional Information	Price is to include installa- tion on chassis.	\$ <u>250.00</u>
TOTAL		\$ <u>5,431.00 ea.</u>

DELIVERY: 30 days from receipt of chassisWARRANTY: 12 months from date of delivery for material and
workmanship.

BODYDUMP BODY AND HOIST (One Item)

1. Size 10 Cubic Yard Capacity (Heil Body Model LH)
2. Length 12'0"
3. Width 7'3"
4. Sides 42" High
5. Tail Gate 48" High
6. Front End 48" High
7. Floor 8 Gauge Hi-Tensile Steel
8. Paint Color Dupont Light Blue #7871
9. Rust Proofing Ziebart or Equal

HOIST (Heil Hoist Model 2724)

10. Type Double Arm Twin Cylinder Under Body Type
 11. Sub-Frame Formed Channel
 12. Capacity 21 Tons
 13. P.T.O. Chelsea Needle-Bearing Type, Heavy Duty
 14. Hoist Control Lever (Installed in Cab)
 15. Pintle Hook Holland Model T-100-A (with Heavy Duty Rear Crossmember and Bracing)
 16. Special Equipment 10" Removable (bolt-on) Rear Apron
 17. Additional Information Above Body has boxed top rail for rigidity.
-
-

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Max J. Nussbaum, President

Max J. Nussbaum
Bidder or Agent

For Hoosier Truck Equipment, Inc.
Firm or Corporation

Subscribed and sworn to before me this 26th day of March 1980

My Commission Expires

7-5-82

James D. Bradley

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five hundred forty-three and 10/100 Dollars, (\$543.10) to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐ Cashiers ☐ Check No. _____ in the sum of _____ Dollars on _____ Bank of _____ is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

X Connie S. Clifford, Secretary
OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)
List all Parties if Partnership

BIDDER AND PRINCIPAL

Hoosier Truck Equipment, Inc.

By Max J. Nusbbaum
Signature of Person Authorized to Sign
Title President
5733 U.S. 30 East
Street Name and Number
Fort Wayne, Indiana 46803
City, State and Zip Code
Date March 24, 1980

Witnessed by:

Connie S. Clifford, Secretary

SURETY

Hoosier Truck Equipment, Inc.

Name of Company — Print or Type
Incorporated Indiana
In the State of: _____
Address 5733 U.S. 30 East
Fort Wayne, Indiana 46803
By Max J. Nusbbaum, President
Sign on this Line
Date March 24, 1980

3
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen

COUNTY }

SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Max J. Nusbaum
Max J. Nusbaum, President

Bidder or Agent

For Hoosier Truck Equipment, Inc.

Firm or Corporation

Subscribed and sworn to before me this 26th day of March, 19 80

My Commission Expires

7-5-82

Joyce Boothby

ACCEPTANCE OF PROPOSAL

AS

CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the _____ of

Board or Trustee

Gov't Unit

, Indiana as to classes or items _____

Such acceptance to operate as a contract binding such _____

Gov't Unit

Dated this _____ day of _____, 19 _____.

Board or Trustee

Attest: _____

Official Title

Gov't Unit

PROPOSAL

The undersigned bidder agrees to furnish to City of Fort Wayne - Department of Purchases Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications and in compliance with all stipulations therein, at and for the prices set opposite each item, and declares and represents that the price herein charged for each and every article and thing named in this office or bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles embraced in this bid than that stated herein, except NONE

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation, during the continuance of the contract sought hereunder, a less price than that stated herein, excepting market changes, he consents that the difference shall be deducted from the sum due under said contract, or, if there be none, that said difference may be recovered from him by appropriate action; and it is agreed by this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and this bidder further agrees that he will not directly or indirectly, withdraw this bid from the office in which it is filed and that the same shall in the manner and form in which it is made, become and remains a part of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the
Department of Purchases of said City of Fort Wayne, Indiana.
(Board or Trustee) (Gov't Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect, as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable by an appropriate action upon said contract or bond or certified check, as the case may be, or either or both of them as provided by law in similar cases.

In testimony whereof the bidder has hereunto set ^(his) (their) hand this twenty-fourth day of
March, 1980.

Hoosier Truck Equipment, Inc.
Bidder
By *Max J. Nusbaum*
Max J. Nusbaum, President
Agent or Individual Members of Firm or

Officers of Corporation

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes, interlineations or alterations in the items specified will render such bid void as to class or items.

BID, OFFER OR PROPOSAL **on** **MATERIAL OR MATERIALS, EQUIPMENT,** **GOODS OR SUPPLIES**

Fort Wayne, Indiana, March 24, 19 80

To City of Fort Wayne - Department of Purchases

State Name, official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specification now on file in the office of _____

Department of Purchases - City of Fort Wayne

State name

official position

and municipality

and as per copy thereof, hereto attached, or as described herein for the following amount:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality—Description	Unit Price	Amount
	2	ea.	Heil Dump Bodies Model LH 12'0" Long x 7'3" Wide 10 Cubic Yard Capacity 42" High 10 Gauge Sides 48" High 8 Gauge Tail Gate 48" High 10 Gauge Full Cab Shield 8 Gauge Steel Floor		
	2	ea.	Heil Hoists Model 2724 Under Body Double Arm Type Twin 7" Cylinder with 24" Stroke Pump 24 Gallons Per Minute Above Bodies and Hoists to Comply with Bid Reference No. 558, To Be Installed Complete on Your Chassis Including Lights, Flaps, Reflectors, Power Take Off, Controls in Cab, Hydraulic Oil, Painted Dupont Light Blue #7871 and Required Rustproofing		
NET TAX EXEMPT COST PER UNIT: \$5,431.00					<u>\$10,862.00</u>
Delivery: 30 days from receipt of chassis.					
Hoosier Truck Equipment, Inc. 5733 U.S. 30 East Fort Wayne, Indiana 46803 Phone: 219/493-2581					
IF MORE SPACE IS NEEDED — ATTACH SEPARATE SHEET.					

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Hoosier Truck Equipment, Inc.

of 5733 U. S. 30 East, Fort Wayne, Indiana 46803 (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto City of Fort Wayne, Department
of Purchases, Room 470 1 Main Street, Fort Wayne, Indiana 46802
(hereinafter called the Oblige) in the penal sum of Five hundred forty three
and 10/100 ----- Dollars (\$ 543.10) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this 25 day of March 19 80.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Oblige on a contract for _____
2 New Dump Bodies and Hoist

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Oblige for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Hoosier Truck Equipment

AMERICAN STATES INSURANCE COMPANY

By Butler & Black Ins. Agency, Inc. Attorney-in-Fact

Memorandum

To Mr. Aaron Gluck - Director of City Purchasing Date April 17, 1980

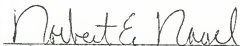
From Water Maintenance & Service Department

Subject Bid #558 Tandem Dump Trucks

COPIES TO:

Please accept the bid from Truck Engineering, on Dump Body and Hoist. Due to the fact they are, low bidder and their (30) Day Delivery Date from receipt of chassis in their yard.

Thank you for your cooperation in this matter.



Norbert E. Nagel - Administrative Aide
Water Maintenance & Service Department
City Utilities

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL 002109
PURCHASE ORDER NO.

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.

DATE April 16, 1980

Truck Engineering Company, Inc.
3200 E. Pontiac Street
Fort Wayne, Indiana 46803

002435-01

SHIP TO —

Water Maintenance & Service Department
415 East Wallace Street
Fort Wayne, Indiana 46803

22

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
	2	Dump Body and Hoists as per specifications attached Per Bid #558 cjo/5388	W-392	5302.15	10,604.30

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY _____

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-59

See copy to - Dept. of Purchase (Original)
 Follow copy to - Dept. of origin file

CITY UTILITIES PURCHASE REQUISITION

mon.
1st week Apr.
Apr. 13
28th
Apr. 8.

P.O. No. Assigned 7036
 41-4-79
 Approved by State Board of Accounts for City of Fort Wayne, 1965
 Req. No. 5388

Board, Commission, or Dept.

TO BE CHARGED Water Maintenance & Service Department

Address 415 East Wallace Street
 Fort Wayne, Indiana 46803

Required for Delivery to:

Department or Division Same As Above

Date Wanted As Soon As Possible

Req. Date 3-3-80

Address Account No. W-392

Unencumbered balance
 Not including this Req. \$

or Additional Information Contact Norbert Nagel

Telephone No. 423-7521

NOTE - USE A SEPARATE REQUISITION FOR ITEMS
 OBVIOUSLY PURCHASED FROM SEPARATE SUPPLIERS.

QUANTITY	UNIT		ORIGINATING DEPT. ESTIMATE		FOR DEPARTMENT OF PURCHASES ONLY		
			COST	TOTAL	PRICE	TOTAL	DATE
2	Each	Tandem Dump Trucks w/(3) Trade-Ins	\$25,000.00	\$50,000.00			
		(Per Attached Specifications)	ea.				
2		Dump Body w/ Hoist	5396.00	10792.00			
		<i>Hoist # 558</i>					

Purpose Need Trucks

If for existing motor vehicle
 LICENSE NO. UNIT NO.

Source Recommended

W. A. Jones (Dump Body & Hoist) 9543
 International Harvester (Chassis) P.O. No. 9542

It is recommended
International Harvester (Chassis)
Price \$50
Columbus City for 46725

- Departments must anticipate their requirements in order that the Department of Purchase be given time to negotiate a purchase.
- A complete description should be given. If the item was purchased previously, copy the description from the purchase order or contract.

WRITTEN

DEPT. AUTHORITY

APPROVED

Norbert E. Nagel

Charles E. Brown
 ORIGINATING DEPT. HEAD

[Signature]
 BOARD OF CONTROL-COMMISSION-AGENCY, INC.

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL
PURCHASE ORDER NO. 002037

This number must appear on each packing slip, invoice, bill of lading, express receipt and correspondence.

DATE k April 9, 1980

Hefner Chevrolet
500 E State Blvd
Fort Wayne IN 46805

1078.01

SHIP TO —

Water Maintenance & Service Dept
415 E Wallace St
Fort Wayne IN 46803

22

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
			W-392		
	2	Tandem Dump Trucks 1980 Chevrolet Model: C70064 Less Trade-in Per Bid # 558 per specifications attached cjo/5388		19,729.00	39458.00 6500.00 32958.00

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY _____

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-33

CITY OF FORT WAYNE

CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL
PURCHASE ORDER NO. 002037

This number must appear on each packing slip, invoice, bill of lading, express receipt and correspondence.

DATE k April 9, 1980

Hefner Chevrolet
500 E State Blvd
Fort Wayne IN 46805

1078.01

SHIP TO —

Water Maintenance & Service Dept
415 E Wallace St
Fort Wayne IN 46803

22

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.D. NO.	UNIT PRICE	TOTAL
	2	Tandem Dump Trucks 1980 Chevrolet Model: C70064 Per Bid # 558 per specifications attached	W-392	19,729.00	39458.00
		Less Trade-in			6500.00
					32958.00
		cjo/5388			

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY _____

CITY UTILITIES PURCHASING AGENT

SUBJECT TO CONDITIONS ON REVERSE SIDE

FORM U-55

CITY UTILITIES
PURCHASE REQUISITION

P.O. No. Assigned 2037
41 - 4 - 79
Approved by State Board of
Accounts for City of Fort Wayne, Ind.
Req. No. 5388

Board, Commission, or Dept.

TO BE CHARGED Water Maintenance & Service Department

Address	415 East Wallace Street Fort Wayne, Indiana 46803
---------	--

Required for Delivery to:
Department or Division Same As Above

Date Wanted As Soon A s Possible

Reg. Date 3-3-80

Address
For Additional
Information Contact **Norbert Nagel**

Account No. W-392

Unencumbered balance	
Not including this Req.	\$

NOTE: USE A SEPARATE REQUISITION FOR ITEMS
OBVIOUSLY PURCHASED FROM SEPARATE SUPPLIERS

QUANTITY	UNIT		ORIGINATING DEPT. ESTIMATE		FOR DEPARTMENT OF PURCHASES ONLY		
			COST	TOTAL	PRICE	TOTAL	DATE
2	Each	Tandem Dump Trucks w/(3) Trade-Ins (Per Attached Specifications)	\$25,000.00	\$50,000.00	19424	39456.00	
		1980 Chevrolet MOD#C7POL4 LeasTrak inc					6502.00
		BID# 558					32958.00

Purpose Need Trucks

If for existing motor vehicle	
LICENSE NO.	UNIT NO.

Source Recommended

Last Order Placed With	W. A. Jones (Dump Body & Hoist) International Harvester (Chassis)	9543 P.O.No. 9542
------------------------	--	----------------------

#1078-01
Kefner Chevrolet
300 E. State
Salt Lake City 46505

1. Departments must anticipate their requirements in order that the Department of Purchase be given time to negotiate a purchase.
2. A complete description should be given. If the item was purchased previously, copy the description from the purchase order or contract.

WRITTEN

DEPT. AUTHORITY

APPROVED

ORIGINATING DEPT. HEAD

BOARD OF CONTROL-COMMISSION-AGENCY, INC.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES P. O. NO. 2037, HEFNER CHEVROLET &
CITY UTILITIES P. O. NO. 2109, TRUCK ENGR. CO., INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-80-05-17

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 2037, HEFNER CHEVROLET FOR TWO TANDEM

DUMP TRUCKS, 1980 CHEV., IN AMOUNT OF \$32,958.00 AND CITY UTILITIES PURCHASE ORDER NO. 2109

FOR TWO DUMP BODIES AND HOISTS IN AMOUNT OF \$10,604.30 FROM TRUCK ENGINEERING COMPANY, INC.

FOR USE BY THE WATER MAINTENANCE AND SERVICE DEPARTMENT, TO REPLACE PRESENT VEHICLES IN

POOR MECHANICAL CONDITION.

(MEMORANDUM AND PURCHASE ORDERS ATTACHED)

PRIOR APPROVAL REQUESTED

EFFECT OF PASSAGE REPLACEMENT OF TRUCKS WITH HIGH MILEAGE AND EXCESSIVE MAINTENANCE PROBLEMS
IN THE WATER MAINTENANCE & SERVICE DEPARTMENT

EFFECT OF NON-PASSAGE NONACQUISITION OF TRUCK EQUIPMENT FOR WATER MAINTENANCE OPERATIONS
WILL INTERRUPT WORK SCHEDULE AND RESPONSE IN WATER MAINTENANCE SERVICES TO CUSTOMERS

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$10,604.30 + \$32,958.00 = \$43,562.30
FROM CITY UTILITIES

ASSIGNED TO COMMITTEE _____